

4381  
1 BILL NO. S-79-02- 14

2 SPECIAL ORDINANCE NO. S- 36-79

3 AN ORDINANCE approving a contract for  
4 Street Light Resolution No. 133-78,  
5 between the City of Fort Wayne, Indiana  
6 and Schmidt Electric, Inc., Contractor  
7 for the Project.

8 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE,  
9 INDIANA:

10 SECTION 1. That a certain contract, dated January 24, 1979,  
11 between the City of Fort Wayne, Indiana, by and through its Mayor and the  
12 Board of Public Works, and Schmidt Electric, Inc., Contractor, for:

13 installation of ornamental street lighting with underground  
14 wiring in the West Central Phase III Area,  
15 under Board of Public Works Street Light Resolution No. 133-78, at a total  
16 cost of \$52,520.00, all as more particularly set forth in said contract which  
17 is on file in the Office of the Board of Public Works and is by reference  
18 incorporated herein and made a part hereof, be and the same is in all things  
19 hereby ratified, confirmed and approved.

20 SECTION 2. That this Ordinance shall be in full force and effect  
21 from and after its passage and approval by the Mayor.

22   
23 Councilman

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APPROVED AS TO FORM  
AND LEGALITY,

  
CITY ATTORNEY

Read the first time in full and on motion by Burns, seconded by Iselmeis, and duly adopted, read the second time by title and referred to the Committee on City of Fort Wayne (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.T.

DATE: 2-13-79

Charles W. Westerman  
CITY CLERK

Read the third time in full and on motion by Burns, seconded by Iselmeis, and duly adopted, placed on its passage.

PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
TOTAL VOTES	<u>8</u>	<u>0</u>	<u>      </u>	<u>1</u>	<u>      </u>
BURNS	<u>X</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
HINGA	<u>X</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
HUNTER	<u>X</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
MOSES	<u>X</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
NUCKOLS	<u>X</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
SCHMIDT, D.	<u>      </u>	<u>      </u>	<u>      </u>	<u>X</u>	<u>      </u>
SCHMIDT, V.	<u>X</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
STIER	<u>X</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
TALARICO	<u>X</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>

DATE: 2-27-79

Charles W. Westerman  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. 36-79 on the 27th day of February, 1979.  
ATTEST: (SEAL)

Charles W. Westerman  
CITY CLERK

Winifred C. Waco JR  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 28th day of February, 1979, at the hour of 3:00 o'clock P M., E.S.T.

Charles W. Westerman  
CITY CLERK

Approved and signed by me this 28th day of March, 1979, at the hour of 2:30 o'clock P M., E.S.T.

Robert Elmschong  
MAYOR

Bill No. S-79-02-14

REPORT OF THE COMMITTEE ON CITY UTILITIES

We, your Committee on City Utilities to whom was referred an Ordinance  
approving a contract for Street Light Resolution No. 133-78, between  
the City of Fort Wayne, Indiana and Schmidt Electric, Inc., Contractor  
for the Project

have had said Ordinance under consideration and beg leave to report back to the Common  
Council that said Ordinance as PASS.

PAUL M. BURNS - CHAIRMAN

SAMUEL J. TALARICO - VICE CHAIRMAN

VIVIAN G. SCHMIDT

DONALD J. SCHMIDT

JAMES S. STIER

2-27-79 COM. CLERK  
DATE \_\_\_\_\_



## THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

November 20, 1978

The Common Council  
Fort Wayne, Indiana

Gentlemen and Mrs. Schmidt:

Contract for Street Light Improvement Resolution No. 133-1978, for ornamental street lighting for West Central Phase III was awarded to Schmidt Electric, Inc. October 30, 1978, in the amount of \$52520.00, the latter being the lowest of three bids submitted.

Street Lighting Department advises they have the materials in stock and Schmidt Electric has manpower available for an immediate start on the construction of same.

Therefore, Board of Works respectfully requests "Prior Approval" so that this project may begin immediately before bad weather sets in.

Special Ordinance for formal approval will be submitted in the very near future.

Sincerely,

BOARD OF PUBLIC WORKS

*Henry P. Wehrenberg*  
HENRY P. WEHRENBURG, CHAIRMAN

CITY OF FORT WAYNE

*Robert E. Armstrong*  
ROBERT E. ARMSTRONG, MAYOR

ep  
APPROVED:

*William H. Schmidt* *James R. ...* *Samuel J. Talarico*  
*John ...* *R. Schmidt*  
MEMBERS OF THE COMMON COUNCIL

ATTEST:

*Charles W. Westerman*  
CHARLES W. WESTERMAN, CLERK

67-28-10 1/24/79

CONTRACT  
Res. No. #133-78

STATE OF INDIANA )  
COUNTY OF ALLEN ) SS

THIS AGREEMENT made and entered into this, the 24<sup>th</sup>  
day of January 1979, by and between:  
The City of Fort Wayne

The party of the first part, termed in this agreement and the  
Contract Documents as the "Purchaser," and

Schmidt Electric, Inc.

The part of the second part, termed in this agreement and the  
Contract Documents as the "Contractor":

WITNESSETH:

THAT, WHEREAS, the Board of Public Works has heretofore  
caused to be prepared certain contract documents for furnish-  
ing labor and equipment and performing work therein fully des-  
cribed, and the Contractor did, on the \_\_\_\_\_ day of \_\_\_\_\_,  
file with the Board of Public Works, a copy of said contract  
documents, together with his offer and terms therein fully  
stated and set forth, and,

WHEREAS, the said contract documents accurately and fully  
describe the terms and conditions upon which the Contractor is  
willing to furnish the labor and equipment and perform the work  
called for by the said contract documents and in the manner and  
time of furnishing and performing same.

IT IS THEREFORE, AGREED:

FIRST - That a copy of said contract documents filed as  
aforesaid be attached hereto and that the same do in all par-  
ticulars become the agreement and contract between the parties  
hereto in all matters and things set forth therein and described,  
and further, that both parties hereby accept and agree to the  
terms and conditions of said contract documents so filed, for the  
following:

Installation of street lighting with underground wiring in

West Central Phase III for the bid of \$52,520.00

SECOND - The Contract Documents hereto annexed are made a part of this agreement and contract as fully and as absolutely as if herein set out verbatim.

This contract consists of the following component parts all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if hereto attached:

1. Advertisement for bids
2. Instructions to bidders
3. Specifications and special provisions
4. Detailed specifications and addendum
5. Construction drawing
6. Application for cut permits into Fort Wayne street, county roads and/or State highways
7. Street barricade maintenance information
8. Contractor's bid
9. Material list
10. Bidder's Bond
11. Non-Collusion Affidavit
12. Certificate in lieu of financial statement
13. Certificate in lieu of Equal Employment Statement and Affirmative Action Program
14. Equal Opportunity Clause
15. Federal Labor Standards Provisions
16. Copeland "Anti Kick Back" Act (18 U.S.C. Sec. 874)
17. Davis-Bacon Act
18. Federal Wage Scale
19. State Prevailing Wage Scale
20. This Contract
21. Performance Bond

In the event that any provisions in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the figured dimensions and sizes specified are to take precedence over scale measurements, or should any part of the work, materials or apparatus be dimensioned or sized differently on different drawings or different parts of the same drawings, the larger or heavier sizes shall take precedence unless otherwise directed or corrected by the engineer.

THIRD - The unit prices agreed to in this contract will remain in effect until the work covered under this contract is completed.

FOURTH - This contract is executed in duplicate.

FIFTH - It is further stipulated that not less than the general prevailing rate of wages as ascertained by the City of Fort Wayne or the Indiana Department of Labor shall be paid to all workmen performing work on this contract.

SIXTH - It is further stipulated that Contractor shall pay all lawful claims or indebtedness which may accrue, by operation of law and otherwise, to any persons, firm or corporation on account of any labor or service performed or material furnished or service rendered, in the carrying forward, performing, and completing of said contract including Subcontractors, laborers, materialmen, and those performing service on account of or directly in connection with the completion of said contract.

SEVENTH - It is further stipulated that any judgment rendered against the City of Fort Wayne or any official thereof, in any suits for damages for injury to real or personal property, or for any injury, sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrations or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation Acts, of the State of Indiana, now in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

EIGHTH - The Equal Opportunity Clause attached hereto is made a part of this Contract.

NINTH - The Contractor shall furnish a Performance Bond in a form acceptable to the City of Fort Wayne for the full value of the work.

IN FAITH WHEREOF, Witness the hands and seals of both parties on the day and year in this agreement first above written.

APPROVED:

MAYOR

*Niraula Miller*

ATTEST: Clerk

BOARD OF PUBLIC WORKS

*Edward W. LaMar*

*May G. Scott*

CONTRACTOR: *SCHMIDT ELEC. INC*

BY: *Fred M. Biggs*

Approved in Form & Legality

By:

*Wesley J. Brown*  
*Assistant City Attorney*

BY: *Fred M. Biggs*  
Secretary



STREET BARRICADE MAINTENANCE INFORMATION

Listed below are the names and telephone numbers of the persons responsible for the maintenance of the barricades necessary for the duration of this contract.

<u>NAME</u>	<u>TELEPHONE NUMBER</u>
<u>Fred M. Biggs</u>	<u>485-5-36</u>
<u>Herbert O. Haneline</u>	<u>484-4443</u>
<u>Robert Treace</u>	<u>447-3141</u>
<u> </u>	<u> </u>

Schmidt Electric, Inc.

Fred M. Biggs  
Contractor

Resolution No. \_\_\_\_\_

## EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally

assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: PROVIDED, HOWEVER, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

# UNITED STATES FIDELITY AND GUARANTY COMPANY



BOND NUMBER .....

KNOW ALL MEN BY THESE PRESENTS,

That we SCHMIDT ELECTRIC, INC.

5810 Illinois Road

Fort Wayne, Indiana 46804

hereinafter called the Principal), and UNITED STATES FIDELITY AND GUARANTY COMPANY, a Maryland corporation (hereinafter called the Surety), are held and firmly bound unto .....

Board of Public Works, City of Fort Wayne, Indiana

hereinafter called the Oblige), in the full and just sum of Fifty Two Thousand Five Hundred Twenty and

No/100 ----- (\$52,520.00) ----- dollars,

lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, The said Principal has executed and entered into a certain contract with the said Oblige dated November 10, 1978

West Central Phase III

In said contract described; which contract is hereto annexed.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the said Principal shall well and truly perform and fulfill all and every the covenants, conditions, stipulations and agreements in said contract mentioned to be performed and fulfilled, and shall keep the said Oblige harmless and indemnified from and against all and every claim, demand, judgment, lien, cost and fee of every description incurred in suits or otherwise against the said Oblige, growing out of or incurred in, the prosecution of said work according to the terms of the said contract, and shall repay to the said Oblige all sums of money which the said Oblige may pay to other persons on account of work and labor done or materials furnished on or for said contract, and if the said Principal shall pay to the said Oblige all damages or forfeitures which may be sustained by reason of the non-performance or mal-performance on the part of the said Principal of any of the covenants, conditions, stipulations and agreements of said contract, then this obligation shall be void; otherwise the same shall remain in full force and virtue.

IT IS, HOWEVER, MUTUALLY UNDERSTOOD BETWEEN THE PARTIES HERETO.

That in no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or other proceeding thereon that is instituted later than Two years from date on which final payment under contract

falls due. **PROVIDED, HOWEVER,** That in the event of any default on the part of said Principal in the performance of any of the terms, covenants or conditions of said contract, or in the event of any claim, demand, judgment, lien, cost or fee being obtained or made against the said Oblige, for or on account of the prosecution of the work as aforesaid, written notice thereof, with a statement of the principal facts showing such claim, demand, judgment, lien, cost or fee and the date thereof, shall within thirty days after the same shall have come to the notice of the said Oblige, be given to UNITED STATES FIDELITY AND GUARANTY COMPANY, at its office in the City of Baltimore, Maryland.

**PROVIDED, FURTHER,** That the Surety shall not be obligated to furnish any bond or obligation other than the one executed.

Signed, sealed and delivered November 10, 1978  
(Date)

SCHMIDT ELECTRIC, INC.

Witness as to

Principal..... BY: Irvin M. Biggs (Seal)

UNITED STATES FIDELITY AND GUARANTY COMPANY

Countersigned  
By THE PETTINER AGENCY

BY: Edward J. Wingard  
Edward J. Wingard Attorney-in-Fact

Indiana Licensed Resident Agent

CERTIFIED COPY

# GENERAL POWER OF ATTORNEY

No. 81715

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint

Edward J. Wingard

of the City of Camden, State of Indiana  
its true and lawful attorney in and for the State of Indiana

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said

Edward J. Wingard

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 22nd day of

January

A. D. 19 71

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed)

By: Karl H. Doerre

Vice-President.

(SEAL)

(Signed)

Charles O. Mullennix

Assistant Secretary.

STATE OF MARYLAND,  
BALTIMORE CITY.

ss:

On this 22nd day of January

A. D. 19 71, before me personally came

Karl H. Doerre, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and Charles O. Mullennix, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; that they, the said Karl H. Doerre and Charles O. Mullennix were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company. My commission expires the first day in July, A. D. 19 74.....

(SEAL)

(Signed)

Herbert J. Aull

Notary Public.

STATE OF MARYLAND  
BALTIMORE CITY.

Sct.

I, Robert H. Bouse

Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Herbert J. Aull, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 22nd day of January, A. D. 19 71

(SEAL)

(Signed)

Robert H. Bouse

Clerk of the Superior Court of Baltimore City.

COPY OF RESOLUTION

That *Whereas*, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland.

*Therefore, be it Resolved*, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

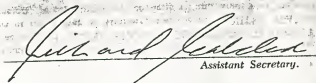
*Also*, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

I, **Richard Calder**, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to **Edward J. Wingard**

of Camden, Indiana, authorizing and empowering him to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 11th day of July, 1910, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

*In Testimony Whereof*, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on November 10, 1978  
(Date)

  
Assistant Secretary.



## THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

November 20, 1978

The Common Council  
Fort Wayne, Indiana

Gentlemen and Mrs. Schmidt:

Contract for Street Light Improvement Resolution No. 133-1978, for ornamental street lighting for West Central Phase III was awarded to Schmidt Electric, Inc. October 30, 1978, in the amount of \$52520.00, the latter being the lowest of three bids submitted.

Street Lighting Department advises they have the materials in stock and Schmidt Electric has manpower available for an immediate start on the construction of same.

Therefore, Board of Works respectfully requests "Prior Approval" so that this project may begin immediately before bad weather sets in.

Special Ordinance for formal approval will be submitted in the very near future.

Sincerely,

BOARD OF PUBLIC WORKS

*Henry P. Wehrenberg*  
HENRY P. WEHRENBURG, CHAIRMAN

CITY OF FORT WAYNE

*Robert E. Armstrong*  
ROBERT E. ARMSTRONG, MAYOR

ep  
APPROVED:

*William H. Schmidt*

*James R. Hester*

*Samuel J. Talarico*

*John F. Heston*

*R. Schmidt*

MEMBERS OF THE COMMON COUNCIL

ATTEST:

*Charles W. Westerman*  
CHARLES W. WESTERMAN, CLERK

438.1

TITLE OF ORDINANCE SPECIAL ORDINANCE - CONTRACT FOR ST. LIGHT RES. NO. 133-78 - W. CENTRAL PH. III

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

*S-79-02-14*

SYNOPSIS OF ORDINANCE CONTRACT FOR STREET LIGHT RESOLUTION NO. 133-78, FOR THE INSTALLATION OF

ORNAMENTAL STREET LIGHTING WITH UNDERGROUND WIRING IN THE WEST CENTRAL PHASE III

AREA BY SCHMIDT ELECTRIC, INC., CONTRACTOR FOR THE PROJECT IN THE AMOUNT OF

\$52,520.00.

(CONTRACT ATTACHED)

PRIOR APPROVAL ACQUIRED NOVEMBER 20, 1978

EFFECT OF PASSAGE INSTALLATION OF STREET LIGHTING FOR THE ABOVE-DESCRIBED AREA

EFFECT OF NON-PASSAGE \_\_\_\_\_

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$52,520.00 FROM C D & P FUNDS

ASSIGNED TO COMMITTEE \_\_\_\_\_